

**WITNESSETH:**

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions .....	4
I. Acronyms .....	6
II. Alteration of Terms .....	67
III. Assignment of Debts.....	67
IV. Compliance .....	8
V. Confidentiality.....	912
VI. Cost Report.....	1012
<u>VII. Debarment and Suspension Certification .....</u>	<u>14</u>
<del>VII</del> <u>VIII</u> . Delegation, Assignment and Subcontracts.....	15
<del>VIII</del> <u>IX</u> . Employee Eligibility Verification .....	17
<del>IX</del> <u>X</u> . Equipment .....	17
<del>X</del> <u>XI</u> . Facilities, Payments and Services.....	18
<del>XI</del> <u>XII</u> . Indemnification and Insurance .....	18
<del>XII</del> <u>XIII</u> . Inspections and Audits.....	22
<del>XIII</del> <u>XIV</u> . Licenses and Laws .....	23
<del>XIV</del> <u>XV</u> . Literature <del>and</del> Advertisements <u>and Social Media</u> .....	25
<del>XV</del> <u>XVI</u> . Maximum Obligation.....	26
<del>XVI</del> <u>XVII</u> . Nondiscrimination.....	26
<del>XVII</del> <u>XVIII</u> . ..... Notices	
29	
<del>XVIII</del> <u>XIX</u> . ..... Notification of Public Events and Meetings	
29	
<del>XIX</del> <u>XX</u> . Records Management and Maintenance .....	30
<u>XXI. Research and Publication.....</u>	<u>32</u>
<u>XXII. Right to Work and Minimum Wage Laws.....</u>	<u>32</u>
<del>XX</del> <u>XXIII</u> . Severability.....	32
<del>XXI</del> <u>XXIV</u> . ..... Special Provisions	
32	
<del>XXII</del> <u>XXV</u> . ..... Status of Contractor	
34	
<del>XXIII</del> <u>XXVI</u> . ..... Term	
35	

1	<del>XXIV.</del> <u>XXVII.</u> .....	Termination
2	35	
3	<del>XXV.</del> <u>XXVIII.</u> .....	Third Party Beneficiary
4	37	
5	<del>XXVI.</del> <u>XXIX.</u> .....	Waiver of Default or Breach
6	37	
7	Signature Page .....	<del>27</del> <u>33</u>
8	//	
9	//	
10	#	
11	#	
12	<b><u>CONTENTS</u></b>	
13		
14	<b><u>EXHIBIT A</u></b>	<b><u>PAGE</u></b>
15	I. Budget .....	1
16	II. Definitions .....	2
17	III. Payments .....	5
18	IV. Reports.....	6
19	V. Services .....	8
20	VI. Staffing .....	18
21	//	
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	
29	//	
30	//	
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### REFERENCED CONTRACT PROVISIONS

**Term:** July 1, ~~2012~~2014 through June 30, ~~2014~~2016

Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015

Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

**Maximum Obligation:**

Period One Maximum Obligation: ~~\$388,675~~350,000

Period Two Maximum Obligation: ~~388,675~~350,000

TOTAL MAXIMUM OBLIGATION: ~~\$777,350~~700,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Actual Cost

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange  
Health Care Agency  
Contract Development and Management  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637

CONTRACTOR: National Council on Alcoholism and Drug Dependence — Orange County  
~~ATTN:~~ Attention: Phillip Falcetti, Chief Executive

~~Officer~~ Director

5 Mason, Suite 150

Irvine, CA 92618

phillipf@ncaddoc.org

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
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Commercial General Liability	\$1,000,000 per occurrence
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	\$2,000,000 aggregate
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Automobile Liability, including coverage	\$1,000,000 per occurrence
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~~for owned, non-owned and hired vehicles~~

1 ~~Workers' Compensation~~ ~~Statutory~~  
2 ~~Employer's Liability Insurance~~ ~~\$1,000,000 per occurrence~~  
3 ~~Professional Liability Insurance~~ ~~\$1,000,000 per claims made or~~  
4 ~~per occurrence~~  
5 ~~Sexual Misconduct~~ ~~\$1,000,000 per occurrence~~  
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# I. ~~ACRONYMS~~ ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A.	ADEPT		Alcohol and Drug Education and Prevention Team
B.	<del>AOD</del>	<del>Alcohol and Other Drugs</del>	
<del>C.</del>	<del>ARRA</del>		<del>American Recovery and Reinvestment Act</del>
C.	ASRS		Alcohol and Drug Programs Reporting System
D.	<del>CalOMS</del>	<u>CALOMS PV</u>	California Outcome Measurement <del>Services</del> <u>Service for Prevention</u>
E.	CCC		California Civil Code
F.	CCR		California Code of Regulations
G.	<del>CFDA</del>	<del>Catalog of Federal Domestic Assistance</del>	<u>CEO</u> <u>County</u> <u>Executive Office</u>
H.	CFR		Code of Federal Regulations
I.	CHPP		COUNTY HIPAA Policies and Procedures
J.	CHS		Correctional Health Services
K.	COI		Certificate of Insurance
L.	CSAP		Center for Substance Abuse Prevention
M.	<del>L.</del>	<del>D/MC</del>	<del>Drug/Medi-Cal</del>
N.	<del>M.</del>	<del>DHCS</del>	<del>Department of Health Care Services</del>
O.	DPFS		Drug Program Fiscal Systems
P.	<del>N.</del>	<del>DRS</del>	<del>Designated Record Set</del>
Q.	ePHI		Electronic Protected Health Information
R.	GAAP		Generally Accepted Accounting Principles
S.	<del>O.</del>	<del>DUI</del>	<del>Drinking Under the Influence</del>
<del>P.</del>	<del>HCA</del>		<del>Health Care Agency</del>
T.	<del>Q.</del>	<del>HHS</del>	<del>Health and Human Services</del>
U.	<del>R.</del>	<del>HIPAA</del>	<del>Health Insurance Portability and Accountability Act of 1996,</del>
			<u>Public Law 104-191</u>
V.	<del>S.</del>	<del>HSC</del>	<del>California Health and Safety Code</del>
W.	<del>T.</del>	<del>IOM</del>	<del>Institute of Medicine</del>
X.	ISO		Insurance Services Office
Y.	<del>U.</del>	<del>MHP</del>	<del>Mental Health Plan</del>
Z.	<del>V.</del>	<del>OCJS</del>	<del>Orange County Jail System</del>
AA.	<del>W.</del>	<del>OCPD</del>	<del>Orange County Probation Department</del>
AB.	<del>X.</del>	<del>OCR</del>	<del>Office for Civil Rights</del>

1	AC.	<del>Y.</del>	OCSD		Orange County Sheriff's Department
2	AD.	<del>Z.</del>	OIG		Office of Inspector General
3	AE.	<del>AA.</del>	OMB		Office of Management and Budget
4	AF.	<del>AB.</del>	<del>OTC</del>	<del>Over the Counter</del>	
5	<del>AC.</del>		OPM		Federal Office of Personnel Management
6	<del>AD.</del>	<del>PADSS</del>	AG.	PA DSS	Payment Application Data Security Standard
7					
8	AH.	<del>AE.</del>	PC		State of California Penal Code
9	AI.	<del>AF.</del>	PCI DSS		Payment Card Industry Data Security Standard
10	AJ.	<del>AG.</del>	PHI		Protected Health Information
11	AK.	<del>AH.</del>	PII		Personally Identifiable Information
12	AL.	<del>AI.</del>	PRA		Public Record Act
13	AM.		RBS		Responsible Beverage Service
14	AN.		SAMHSA		Substance Abuse and Mental Health Services Administration
15	AO.		SIR		Self-Insured Retention
16	AP.		SPF		Strategic Prevention Framework
17	AQ.		TA		Technical Assistance
18	AR.		The HITECH Act		The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
19					
20	AS.	<del>AJ.</del>	USC		United States Code
21	AT.	<del>AK.</del>	WIC		State of California Welfare and Institutions Code

## II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No~~.

B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms of this Agreement ~~or any Exhibits~~, whether written or verbal, ~~made by the parties, their officers, employees or agents~~ shall be valid unless made in ~~writing and~~ the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

## III. ~~ASSIGNMENT OF DEBTS~~ ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by

mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

#### IV. COMPLIANCE

A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall ~~ensure that~~provide CONTRACTOR ~~is made aware~~with a copy of the relevant HCA policies and procedures relating to ~~ADMINISTRATOR's~~HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

~~2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.~~

~~Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have~~ ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has~~ been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in ~~Subparagraphs A.4., A.5., A.6., and A.7.~~subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program and Code of Conduct contains all required elements. - CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~ADMINISTRATOR's~~HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

~~6~~5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the



~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

~~76.~~ Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and procedures and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as ~~defined hereunder,~~ pursuant to this Agreement. Screening shall be conducted against the General Services Administration's ~~List of Parties-Excluded from Federal Programs~~ Parties List System or System for Award Management, the Health and Human Services/~~OIG~~ Office of Inspector General List of Excluded Individuals/Entities, and ~~the California Medi-CAL~~ Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

~~1.~~ 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures.

2. An Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~ federal and state health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

~~23.~~ 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

~~34.~~ 34. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are

1 eligible to participate in all federal and State of California health programs and have not been excluded  
 2 or debarred from participation in any federal or state health care programs, and to further represent to  
 3 CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4 ~~45.~~ Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 5 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 6 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered  
 7 Individual providing services directly relative to this Agreement becomes debarred, excluded or  
 8 otherwise becomes an Ineligible Person.

9 ~~56.~~ CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
 10 federal and state funded health care services by contract with COUNTY in the event that they are  
 11 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
 12 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
 13 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
 14 business operations related to this Agreement.

15 ~~67.~~ CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 16 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
 17 screened. Such individual or entity shall be immediately removed from participating in any activity  
 18 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or  
 19 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

20 ~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business  
 21 days after the overpayment is verified by the ADMINISTRATOR.

22 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training  
 23 and Provider Compliance Training, where appropriate, available to Covered Individuals.

24 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;  
 25 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
 26 representative to complete all Compliance Trainings when offered.

27 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
 28 days of employment or engagement.

29 3. Such training will be made available to each Covered Individual annually.

30 4. Each Covered Individual attending training shall certify, in writing, attendance at  
 31 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
 32 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

33 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~  
 34 ~~by ADMINISTRATOR's employees and contract providers.~~

35 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~  
 36 ~~ADMINISTRATOR's Code of Conduct.~~

~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

~~#~~

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~ D.

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

#### ~~E.~~ MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

## V. ~~CONFIDENTIALITY~~ CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

//

B. Prior to providing any services pursuant to this Agreement, all ~~CONTRACTOR~~ members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. ~~The agreement~~ This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate disclosure in connection with activity funded under this Agreement. This system shall include provisions for employee education on the confidentiality requirements, and the fact that disciplinary action may occur upon inappropriate disclosure. ~~CONTRACTOR~~ agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide ~~COUNTY~~ ADMINISTRATOR with information concerning such safeguards.

D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.

E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security, and shall include them in all subcontracts.

F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work week, of any suspected or actual breach of computer system ~~security, if the security breach would require notification under CCC §1798.82.~~

## VI. ~~COST REPORT~~ COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. ~~CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and county requirements, generally accepted accounting principles and the Special Provisions Paragraph of this Agreement.~~ CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and

allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. -In no case shall extensions be granted for more than seven (7) calendar days.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. -CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and late penalty, not to exceed ~~the applicable~~ COUNTY's Maximum Obligation ~~for each period~~ as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and ~~county~~ COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost ~~Reports~~ Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due



COUNTY.

D. If the Cost Report ~~for each period~~ indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost ~~Reports~~ Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report ~~for each period~~ indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY ~~for the period~~.

F. All Cost Reports ~~for each period~~ shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by \_\_\_\_\_ for the cost report period beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_"

## **VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS DEBARMENT AND SUSPENSION CERTIFICATION**

**A. CONTRACTOR certifies that it and its principals:**

**1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.**

**2. Have not within a three-year period preceding this Agreement been convicted of or had a**

civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

## **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however,~~ CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations ~~undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by~~ hereunder, either in whole or in part, to ADMINISTRATOR, ~~meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) not less than sixty (60) calendar days written notice to CONTRACTOR if subcontract fails prior to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to~~ the effective date of the delegation. Any attempted assignment or delegation in derogation of this Agreement. ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph~~ paragraph shall be void.

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1 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
2 prior written consent of COUNTY. ~~For CONTRACTORS which are~~

3 1. If CONTRACTOR is a nonprofit ~~corporations~~ organization, any change from a nonprofit  
4 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty  
5 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
6 be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a  
7 community clinic/health center to a Federally Qualified Health Center and has been so designated by the  
8 Federal Government. Any attempted assignment or delegation in derogation of this  
9 ~~paragraph~~ subparagraph shall be void.

10 ~~2. C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,~~  
11 ~~without the prior written consent of COUNTY. For CONTRACTORS which are for profit~~  
12 ~~organizations~~ If CONTRACTOR is a for-profit organization, any change in the business structure,  
13 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
14 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
15 change in fifty percent (50%) or more of ~~CONTRACTOR's directors~~ Board of Directors of  
16 CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted  
17 assignment or delegation in derogation of this ~~paragraph~~ subparagraph shall be void.

18 3. Whether CONTRACTOR is a nonprofit, or a for-profit, organization, CONTRACTOR  
19 shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either  
20 in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date  
21 of the assignment.

22 4. Whether CONTRACTOR is a nonprofit, or a for-profit, organization, CONTRACTOR  
23 shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is  
24 change of less than fifty percent (50%) of Board of Directors of CONTRACTOR at one time.

25 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
26 means of subcontracts, provided such subcontracts are approved in advance, in writing by  
27 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
28 under subcontract, and include any provisions that ADMINISTRATOR may require.

29 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
30 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract  
31 subsequently fails to meet the requirements of this Agreement or any provisions that  
32 ADMINISTRATOR has required.

33 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
34 pursuant to this Agreement.

35 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
36 amounts claimed for subcontracts not approved in accordance with this paragraph.

37 4. This provision shall not be applicable to service agreements usually and customarily



entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

## ~~IX. EMPLOYEE ELIGIBILITY VERIFICATION~~ IX. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

## ~~X. EQUIPMENT~~ X. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to ~~generally accepted accounting principles~~ GAAP.

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B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. - Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices ~~paragraph~~ Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

I. Equipment purchases shall not exceed \$50,000 annually.

## ~~XI. FACILITIES, PAYMENTS AND SERVICES~~

### FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

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## ~~XII. INDEMNIFICATION AND INSURANCE~~

### INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the

concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

~~B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

#### E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

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2. ~~C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Automobile Liability including coverage \$1,000,000 per occurrence

for owned, non-owned and hired vehicles

Workers' Compensation ~~and Employer's~~ Statutory

Employers' Liability Insurance \$1,000,000 per occurrence

Professional Liability Insurance \$1,000,000 per claims made

or per occurrence

Sexual Misconduct Liability \$1,000,000 per occurrence

#### G. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

~~1. "The~~

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is ~~included as an additional insured with respect to the operations of the named insured performed under contract with~~ primary and any insurance or self-insurance maintained by the County of Orange. ~~" shall be excess and non-contributing.~~

~~I 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."~~

~~3. "This insurance shall not be canceled, limited or non renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and~~

1 ~~Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."~~

2 ~~—D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be~~  
 3 ~~mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

4 ~~—E.~~ All insurance policies required by this ~~contract~~ Agreement shall waive all rights of subrogation  
 5 against the County of Orange and members of the Board of Supervisors, its elected and appointed  
 6 officials, officers, agents and employees when acting within the scope of their appointment or  
 7 employment.

8 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
 9 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
 10 elected and appointed officials, officers, agents and employees.

11 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days  
 12 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This  
 13 shall be evidenced by policy provisions or an endorsement separate from the COI.

14 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
 15 shall agree to maintain professional liability coverage for two years following completion of Agreement.

16 M. The Commercial General Liability policy shall contain a severability of interests clause also  
 17 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

18 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
 19 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
 20 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
 21 adequately protect COUNTY.

22 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 23 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY  
 24 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement  
 25 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
 26 remedies.

27 P. The procuring of such required policy or policies of insurance shall not be construed to limit  
 28 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
 29 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

30 ~~Q. —F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be~~  
 31 ~~issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

### 32 SUBMISSION OF INSURANCE DOCUMENTS

33 1. The COI and endorsements shall be provided to COUNTY as follows:

34 a. Prior to the start date of this Agreement.

35 b. No later than the expiration date for each policy.

36 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
 37

changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

### **XIII. INSPECTIONS AND AUDITS**

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance ~~paragraph~~ Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

#### **C. AUDIT RESPONSE**

1. Following an audit report, in the event of non-compliance with applicable laws and



regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination ~~paragraph~~ Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

~~D.~~ D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Agreement.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

#### XIV. ~~LICENSES AND LAWS~~ LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws ~~and~~, regulations and requirements of the United States, the State of California, COUNTY, and ~~any~~ all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any ~~appeal, such~~ hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

~~B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter changed.~~

~~C.~~ B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

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2 b. In the case of a contractor doing business in a form other than as an individual, the  
3 name, date of birth, social security number, and residence address of each individual who owns an  
4 interest of ten percent (10%) or more in the contracting entity;

5 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
6 state reporting requirements regarding its employees;

7 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
8 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

9 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
10 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
11 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
12 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;  
13 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
14 grounds for termination of this Agreement.

15 3. It is expressly understood that this data will be transmitted to governmental agencies  
16 charged with the establishment and enforcement of child support orders, or as permitted by federal  
17 and/or state statute.

18 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
19 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
20 requirements shall include, but not be limited to, the following:

- 21 1. ARRA of 2009.
- 22 2. Federal Code of Regulations, Title 42, Public Health.
- 23 3. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
24 Manual.
- 25 4. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
26 Program Certification Standards, March 2004.
- 27 5. HSC, Divisions 10.5 and 10.6.
- 28 6. HSC, §§11839 through 11839.22.
- 29 7. S.B. 1838 OF 2004
- 30 8. HSC, §11876
- 31 9. HSC, §§123110 through 123149.5.
- 32 10. CFR, Title 2
- 33 11. 2 CFR Subt. B, Ch. III, Pt. 376, Nonprocurement, Debarment and Suspension.
- 34 12. CFR, Title 41, ,Public Contracts and Property Management 42 CFR, Ch. I, Subch. A, Pt. 2,  
35 Confidentiality of Alcohol and Drug Abuse Patient Records.
- 36 13. 45 CFR , Subt. A, Subch. A, Pt. 93, New Restrictions on Lobbying.
- 37 14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".



15. 45 CFR 96.132(e), Additional Agreements.
16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
17. 45 CFR, Subt. A, Subch. C, Pt. 160, General Administrative Requirements.
18. 45 CFR, Subt. A, Subch. C, Pt. 162, Administrative Requirements.
19. 45 CFR, Subt. A, Subch. C, Pt. 164, Security And Privacy.
20. 48 CFR, Ch. 1, Subch. B, Pt. 9, Subp. 9.4, Debarment, Suspension, and Ineligibility.
21. 31 USC §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.
22. 42 USC, Ch. 126, Equal Opportunity for Individuals with Disabilities.
23. 42 USC, Ch. 6A, Subch. III-A, Pt. A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.
24. 42 USC §290dd-2, Confidentiality of Records.
25. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
26. 42 USC, Ch. 7, Subch. XI, Pt. C, Administrative Simplification.
27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
28. 42 USC 6101, Et Seq. Age Discrimination Act of 1975. 42 USC §2000d, Civil Rights.
29. 42 CFR, Pt. 54, "Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants."
30. 8 USC §1324, Immigration Reform & Control Act, 1986.
31. CCC, §§56 through 56.37, Confidentiality of Medical Information.
32. CCC, §§1798.80 through 1798.84, Customer Records.
33. CCC, §1798.85, Confidentiality of Social Security Number.
34. CCR, Title 9, Division 4; and Title 22.
35. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
36. U.S. Department of Health and Human Services Grants Policy Statement.
37. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol and Drug Programs, 2003.

## **~~XV. LITERATURE AND ADVERTISEMENTS~~**

### **LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written

materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

#### **XVI. ~~MAXIMUM OBLIGATION~~ MAXIMUM OBLIGATION**

—The Total Maximum Obligations of COUNTY for services provided in accordance with this Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement.

#### **XVII. ~~NONDISCRIMINATION~~ NONDISCRIMINATION**

##### **A. EMPLOYMENT**

1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic

group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

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3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. ~~There~~ CONTRACTOR shall ~~be posted~~ post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~ term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination ~~paragraph~~ Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, and all other pertinent rules

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and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

~~1.~~ For the purpose of this ~~Subparagraph B.~~ Nondiscrimination paragraph. Discrimination

includes, but is not limited to the following based on one or more of the factors identified above:

- ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.
- ~~b~~2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- ~~c~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- ~~d~~4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- ~~e~~5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS ~~2. Complaint Process~~ – CONTRACTOR shall establish procedures for advising all clients through a written statement that ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR, or the U.S. Department of Health and Human Services' OCR. ~~CONTRACTOR's statement shall advise clients of the following:~~

1. ~~a. In those cases where the client's complaint is filed initially with the OCR, the OCR may proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.~~

~~b~~ Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal ~~with the OCR.~~

CD. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101; et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

DE. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to

1 enforce rights secured by federal or state law.

2 ~~E.F.~~ In the event of non-compliance with this paragraph or as otherwise provided by federal and  
3 state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
4 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
5 state or county ~~funds~~ fund.

## 7 XVIII. ~~NOTICES~~ NOTICES

8 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
9 authorized or required by this Agreement shall be effective:

10 1. When written and deposited in the United States mail, first class postage prepaid and  
11 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
12 by ADMINISTRATOR;

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

15 //

16 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
17 Service, or other expedited delivery service.

18 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
19 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
20 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
21 Parcel Service, or other expedited delivery service.

22 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
23 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
24 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
25 damage to any COUNTY property in possession of CONTRACTOR.

26 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
27 ADMINISTRATOR.

## 29 XIX. ~~NOTIFICATION OF PUBLIC EVENTS AND MEETINGS.~~ NOTIFICATION OF 30 PUBLIC EVENTS AND MEETINGS

31 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
32 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve  
33 clients or occur in the normal course of business.

34 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
35 of any applicable public event or meeting. The notification must include the date, time, duration,  
36 location and purpose of public event or meeting. Any promotional materials or event related flyers must  
37 be approved by ADMINISTRATOR prior to distribution.

~~XX. RECORDS MANAGEMENT AND MAINTENANCE.~~ **RECORDS MANAGEMENT AND MAINTENANCE**

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements; which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

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2. State of California, Department of ASRS manual.

3. State of California, DPFS manual.

4. State of California, Health and Safety Code §123145.

35. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

~~B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.~~

~~C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.~~

~~D. B.~~ CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

~~E.~~

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~~C.~~ CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

~~F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:~~

~~1. The medical records and billing records about individuals maintained by or for a covered health care provider;~~

~~D. 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or~~



~~3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.~~

~~G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:~~

~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or site visit.~~

~~2. Provide auditor or other authorized individuals access to documents via a computer terminal.~~

~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.~~

~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PHI and/or PHH. CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PHI and/or PHH by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.~~

~~I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PHI and/or PHH, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PHI and/or PHH.~~

~~J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.~~

~~K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.~~

~~LE. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.~~

~~ME. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.~~

~~NG. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

~~OH. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.~~

**XXI. ~~SEVERABILITY~~ RESEARCH AND PUBLICATION**

CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

**XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

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C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it exists or may hereafter be amended.

**XXIII. SEVERABILITY**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

**XXIV. ~~SPECIAL PROVISIONS~~ SPECIAL PROVISIONS**

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following



1 purposes:

2 ~~1. Purchasing or improving land, including constructing or permanently improving any~~  
 3 ~~building or facility, except for tenant improvements.~~

4 ~~1. 2. Satisfying any expenditure of non federal funds as a condition for the receipt of~~  
 5 ~~federal funds (matching).~~

6 ~~3.~~ Making cash payments to intended recipients of services through this Agreement.

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8 ~~4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.~~

9 ~~5.~~ 2. Lobbying any governmental agency or official.- CONTRACTOR shall file all  
 10 certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g.,  
 11 limitation on use of appropriated funds to influence certain federal contracting and financial  
 12 transactions).

13 ~~6. Paying an individual salary or compensation for services at a rate in excess of the current~~  
 14 ~~Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary~~  
 15 ~~Schedule may be found at www.opm.gov.~~

16 ~~73.~~ Fundraising.

17 ~~84.~~ Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
 18 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

19 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
 20 services.

21 ~~96.~~ Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
 22 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
 23 salary advances or giving bonuses to CONTRACTOR's staff.

24 7. Paying an individual salary or compensation for services at a rate in excess of the current  
 25 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
 26 Schedule may be found at www.opm.gov.

27 ~~10. Reimbursement of CONTRACTOR's members of the Board of Directors for~~  
 28 ~~expenses or services.~~

29 ~~11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or~~  
 30 ~~alcohol.~~

31 ~~12. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of~~  
 32 ~~the Controlled Substance Act (21 USC 812).~~

33 ~~138. Distributing or aiding in the distributing of sterile needles or syringes for the~~  
 34 ~~hypodermic injection of any illegal drug.~~

35 ~~14. Assisting, promoting, or deterring union organizing.~~

36 ~~15.~~ Severance pay for separating employees.

37 ~~16.~~

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.

14. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of the Controlled Substance Act (21 USC 812).

15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.

16. Assisting, promoting, or deterring union organizing.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

~~1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's participants.~~

~~2. 1. Funding travel or training (excluding mileage or parking) not approved by ADMINISTRATOR.~~

~~3. Making phone calls outside of the local area unless documented to be directly for the purpose of participant client care.~~

~~4. Payment for grant writing, consultants, Certified Public Accounting certified public accounting, or legal services not approved in advance by ADMINISTRATOR.~~

~~5. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.~~

5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.

C. Neither party shall be responsible for delays or failures in performance resulting from acts beyond control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related utility, or governmental statutes or regulations super-imposed after the fact.

## XXV. ~~STATUS OF CONTRACTOR~~ STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of ~~COUNTY~~COUNTY's employees and shall not be considered in any manner to be ~~COUNTY~~COUNTY's employees.

#### XXVI. ~~TERM~~TERM

A. The term of this Agreement shall commence ~~and~~as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement; unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

#### XXVII. ~~TERMINATION~~TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.

3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.

4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

5. The loss of accreditation or any license required by the Licenses and Laws ~~paragraph~~Paragraph of this Agreement.

6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

#### D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:

a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

~~3.~~ 3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.

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~~5.~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

~~6.~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and

1 supplies purchased with funds provided by COUNTY.

2 ~~78~~. To the extent services are terminated, cancel outstanding commitments covering the  
3 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
4 commitments which relate to personal services. With respect to these canceled commitments,  
5 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
6 arising out of such cancellation of commitment which shall be subject to written approval of  
7 ADMINISTRATOR.

8 G. The rights and remedies of COUNTY provided in this Termination ~~paragraph~~ Paragraph shall  
9 not be exclusive, and are in addition to any other rights and remedies provided by law or under this  
10 Agreement.

11  
12 ~~XXVIII. THIRD PARTY BENEFICIARY~~

13 ~~THIRD PARTY BENEFICIARY~~

14 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
15 including, but not limited to, any subcontractors or any clients provided services ~~hereunder~~ pursuant to  
16 this Agreement.

17  
18 ~~XXIX. WAIVER OF DEFAULT OR BREACH~~

19 ~~WAIVER OF DEFAULT OR BREACH~~

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
22 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
23 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
24 Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
State of California.

NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE ~~ORANGE COUNTY~~

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

HEALTH CARE AGENCY

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ~~HCA~~.

ADMINISTRATOR

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EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
COMMUNITY-BASED ALCOHOL AND DRUG PREVENTION SERVICES  
WITH  
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY  
JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2016

**I. BUDGET**

A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>Period One</u>	<u>Period Two</u>
ADMINISTRATIVE COST		
Salaries	\$ <del>24,410</del> 23,801	\$ <del>24,410</del> 23,801
Benefits	3,663008	3,663008
Services and Supplies	<u>6,927</u> 7,060	<u>6,927</u> 7,060
SUBTOTAL ADMINISTRATIVE COST	\$ <del>35,000</del> 33,869	\$ <del>35,000</del> 33,869
PROGRAM COST		
Salaries	\$ <del>189,908</del> 176,900	\$ <del>189,908</del> 176,900
Benefits	<del>36,082</del> 35,380	<del>36,082</del> 35,380
Services and Supplies	<del>115,685</del> 93,851	<del>115,685</del> 93,851
Subcontracts	<u>12</u> 10,000	<u>12</u> 10,000
SUBTOTAL PROGRAM COST	\$ <del>353,675</del> 316,131	\$ <del>353,675</del> 316,131
TOTAL COST	\$ <del>388,675</del> 350,000	\$ <del>388,675</del> 350,000

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B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR shall provide a written narrative justifying each budget line item and for any budget revisions hereafter.

#### D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

CFDA Year: ~~2011~~2014

CFDA No.: 93.959

Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)

Federal Agency: Department of Health and Human Services/ Substance Abuse and Mental Health Services Administration

Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

2. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular Number A-133.

3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

## II. DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth elsewhere in this Agreement.

A. Action Plan: A form documenting key tasks that must be completed to create change. Action plans detail how resources are to be used to get the planned work done.

1 B. ADEPT: The County of Orange Health Care Agency's Alcohol and Drug Education and  
 2 Prevention Team which is part of the Health Promotion Division of Public Health.

3 C. ADEPT Provider Manual: The ~~manual~~ Manual designed by ADEPT to describe the specific  
 4 services to be performed by alcohol and other drug prevention program providers. The ADEPT  
 5 Provider Manual provides guidance, instructions, goals, objectives, measures, and evaluation  
 6 components.

7 D. California Outcome Measurement Service for Prevention (CalOMS Pv): The statewide data  
 8 collection and outcome measurement system.

9 E. Campaign: A planned and sustained prevention effort to address a specific ~~AOD~~ alcohol and  
 10 other drug issue within a defined community or region. A campaign is a time-extended process  
 11 involving multiple activities that may be long-term or short-term in duration.

12 F. Center for Substance Abuse Prevention (CSAP): CSAP, part of the Substance Abuse and  
 13 Mental Health Services Administration (an Agency of the U.S. Department of Health and Human  
 14 Services), is the sole federal organization providing national leadership in the development of policies,  
 15 programs, and services to prevent the onset of illegal drug use and underage alcohol and tobacco use,  
 16 and to reduce the negative consequences of using substances. CSAP has identified six prevention  
 17 strategies that can be directed at any segment of the population: Information Dissemination, Education,  
 18 Alternatives, Problem Identification and Referral, Community-based Process and Environmental.

19 G. Collaboration: A process of participation through which people, groups, and agencies work  
 20 toward prevention goals.

21 H. Educational Workshop: A prevention activity involving the presentation of information on  
 22 substance abuse issues with an emphasis on interaction and the exchange of information among  
 23 participants.

24 I. Evaluation: Systematic collection, analysis, and use of program information for multiple  
 25 purposes, including monitoring, program improvement, outcome assessment, planning, and policy-  
 26 making.

27 J. Evaluation Plan: The systematic blueprint detailing all the evaluation aspects of the project.

28 K. Goal: A broad statement of what the prevention program aims to accomplish.

29 ~~—L. Impact Indicator: A measurable variable that can be used to assess progress toward~~  
 30 ~~achievement of the intended outcome (or impact) of a prevention initiative at the overall community or~~  
 31 ~~population level.~~

32 ~~—M~~ L. Information Dissemination: A one-way communication, direct from the source to the  
 33 audience, that provides information about a prevention issue and is designed to create awareness and  
 34 knowledge of that issue.

35 ~~N~~ M. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of  
 36 prevention services adopted by the IOM, where prevention programs are organized along a targeted  
 37 audience continuum. This continuum is divided into prevention, treatment, and maintenance categories,

and the prevention category is divided into universal, selective, and indicated prevention classifications.

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~~N. Mass Media Campaign: A vehicle for the delivery of health information and counter advertising to a vast majority of the population in an attempt to change health behavior and improve health outcomes. Mass media includes newspapers and other printed communications, radio, television, billboards and bus ads.~~

~~P. Media Input: A form of communication that is prepared with the intent of increasing public awareness/support for a prevention project, service or activity. There are two basic types of media inputs:~~

1. An item submitted for publication ~~by~~to an established media outlet (a newspaper, radio or television station).

2. An item designed to be publically displayed to a wide audience (a billboard or banner). In the second type, it is crucial that the item is displayed in a public venue with high traffic, e.g. a popular retail establishment, a public library, or a school campus.

O. Off-sale license/outlet: An establishment licensed to sell alcohol for consumption off premise. Examples of off-sale licenses include liquor stores and grocery stores.

~~P. Q. Outcome: The measurable changes that occur as a result of a project's overall performance in implementing its planned activities.~~

~~R. Q. Performance Measure: An activity to be performed in support of prevention initiatives.~~

~~S. R. Performance Objective: A statement that specifies the measurable result or outcome of a prevention initiative or activity in reference to a quantitative criterion and a timeframe.~~

~~T. S. Program Identity Item: An item used for the purpose of marketing, promoting and creating awareness of a program's campaign, initiative, message or event.~~

~~U. T. Responsible Beverage Service (RBS) Training: A prevention strategy designed to promote responsible management policies and service practices in any environment where alcoholic beverages are sold and/or consumed. RBS training is provided to owners, managers, and employees of on-sale and off-sale outlets as well as servers at special events, to reduce the incidence of serving alcohol to minors and intoxicated persons.~~

~~V. U. Social Media: A group of Internet-based communication tools/applications that allow the creation and exchange of user-generated content; social media is media for social interaction. Types of social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content communities (~~Youtube~~YouTube), and social networking sites (Facebook).~~

~~W. V. Strategic Prevention Framework (SPF): Substance Abuse and Mental Health Services Administration's (SAMHSA) five-step systematic community-based approach, which aims to ensure that substance abuse prevention programs can and do produce results.~~

~~X. W. Strategy: As the term is used in its application to prevention, it encompasses broad-based~~

approaches or generalized activities to be used in attempts to delay the onset, reduce, or cause the cessation of the use of alcohol among minors and/or the use and abuse of legal and illegal drugs and substances by all members of a given population.

~~Y~~X. Sustainability: The process through which a prevention system becomes a norm and is integrated into on-going operations. Sustainability is vital to ensuring that prevention values and processes are firmly established, that partnerships are strengthened, and that financial and other resources are secured over the long term.

~~Z~~Y. Training: An instructional process that is intended to impart the knowledge, skills, and competencies required for the performance of a particular job, project, or task. Training is a skill

//  
building activity that teaches a person how to do something and carries the expectation that the person will take direct, purposeful action by applying the skills developed.

### III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing services described hereunder, less revenues which are actually received by CONTRACTOR. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the interim payment amount specified above has not been fully paid.

1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and Revenue Report, which shall have other information including but not limited to, staffing, units of service, and any other information requested by ADMINISTRATOR, as specified in the Reports paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference

1 between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost  
2 incurred by CONTRACTOR.

3 B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide  
4 such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar  
5 day of each month and payments to CONTRACTOR should be released by COUNTY no later than  
6 twenty-one (21) calendar days after receipt of the correctly completed billing form.

7 C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source  
8 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
9 canceled checks, receipts, receiving records and records of services provided.

10 D. At ADMINISTRATOR'S sole discretion, ADMINISTRATOR may withhold or delay all or a  
11 part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

12 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
13 and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or  
14 specifically agreed upon in a subsequent Agreement.

15 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
16 Payments Paragraph of this Exhibit A to the Agreement.

#### 17 **IV. REPORTS**

18 A. CalOMS for Prevention – CONTRACTOR shall comply with the data collection requirements  
19 for prevention as mandated by the California Department of ~~Alcohol and Drug Programs (ADP)~~ Health  
20 Care Services (DHCS), Substance Use Disorder Prevention, Treatment and Recovery Services Division.  
21 CONTRACTOR shall comply with CalOMS Prevention requirements and report on the service  
22 populations as defined in the IOM model. ADMINISTRATOR shall make trainings and technical  
23 assistance available for completing CalOMS reports throughout the term of this Agreement.  
24

25 B. Expenditure-Revenue Report – CONTRACTOR shall submit Expenditure and Revenue reports  
26 to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or  
27 provided by ADMINISTRATOR, and shall report actual costs and revenues for each of the  
28 CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to  
29 the Agreement. These reports are due to ADMINISTRATOR by the fifteenth (15th) calendar day of  
30 each month following the end of the month being reported.

31 C. Projection Report - CONTRACTOR shall submit quarterly Projection Reports to  
32 ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR  
33 and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's  
34 program(s) or cost center(s) described in the Services paragraph of this Exhibit A to this Agreement.  
35 These reports are due to ADMINISTRATOR by October 11, ~~2012~~2014, January 11, ~~2013~~2015, and  
36 April 11, ~~2013~~2015 for Period One; and by October 11, ~~2013~~2015, January 13, ~~2014~~2016, and  
37 April 11, ~~2014~~2016 for Period Two, unless otherwise agreed to in writing by ADMINISTRATOR.

#### EXHIBIT A



D. Quarterly Progress Report – CONTRACTOR shall submit Quarterly Progress Reports to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR, and document progress toward performance objectives and performance measures, project successes, barriers to implementation, staff changes and reasons for staff changes, and plans for the following quarter.

1. Period One reports:

a. Quarter 1: July 1, ~~2012~~2014 through September 30, ~~2012~~2014, due October ~~15,~~ ~~2012~~10, 2014;

b. Quarter 2: October 1, ~~2012~~2014 through December 31, ~~2012~~2014, due January ~~21,~~ ~~2013~~16, 2015; and

c. Quarter 3: January 1, ~~2013~~2015 through March 31, ~~2013~~2015, due April ~~15,~~ ~~2013~~17, ~~2015~~.

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2. Period Two reports:

a. Quarter 1: July 1, ~~2013~~2015 through September 30, ~~2013~~2015, due October ~~14,~~ ~~2013~~16, 2015;

b. Quarter 2: October 1, ~~2013~~2015 through December 31, ~~2013~~2015, due January ~~20,~~ ~~2014~~22, 2016; and

c. Quarter 3: January 1, ~~2014~~2016 through March 31, ~~2014~~2016, due April ~~14,~~ ~~2014~~15, ~~2016~~.

3. CONTRACTOR shall submit supporting documentation with each quarterly progress report including, but not limited to, tracking measures, materials developed, and evaluation results.

E. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period One by July 31, ~~2013~~2015 and for Period Two by July ~~31,~~ ~~2014~~29, 2016. Each report shall include an evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the alcohol and other drug prevention strategies implemented toward reaching performance objectives and performance measures, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

F. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall include actual hours worked by each staff member. These reports shall also identify staff member(s) who have taken Compliance Training in accordance with the Compliance paragraph of this Agreement. These reports are due to ADMINISTRATOR by the fifteenth (15th) calendar day of each month following the end of the month being reported.

G. Training Report – CONTRACTOR shall submit to ADMINISTRATOR, within thirty (30) calendar days of the event, a report of each training or conference attended by any staff member(s), and paid in part or in whole through this Agreement. The report shall be no more than two (2) pages in

length and shall include the training title, purpose, host organization (e.g., Center for Applied Research Solutions, Inc.), a list of key materials and handouts, a summary of what was learned, and an analysis of potential application to alcohol and other drug prevention services provided pursuant to this Agreement. When multiple staff members attend the same training or conference, a single collaborative report may be submitted. After submission, training reports may be distributed to other contracted providers at the discretion of ADMINISTRATOR.

H. CONTRACTOR shall submit additional reports to ADMINISTRATOR as requested. These reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

I. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and services provided pursuant to this Agreement. CONTRACTOR shall review the reasonableness and accuracy of information prior to making any recommendation, or incorporating such data into any report required hereunder.

J. All reports, drawings, specifications, data, and other incidental work or materials furnished by CONTRACTOR hereunder shall become and remain the property of COUNTY, and may be used by COUNTY as it may require, without any additional cost to COUNTY.

K. CONTRACTOR shall not use reports produced as the result of these services, or data obtained for the purpose of producing such reports, without the express written consent of ADMINISTRATOR. All reports shall indicate that the County of Orange Health Care Agency - Alcohol and Drug Education and Prevention Team funds CONTRACTOR's services.

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify due dates set forth in the Reports Paragraph of this Exhibit A to the Agreement.

## **V. SERVICES**

A. CONTRACTOR shall provide alcohol and other drug prevention services in the selected cities and communities of two Orange County school districts, in accordance with, and as defined in the ADEPT Provider Manual ~~provided~~ furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

1. Support of COUNTY's prevention plan and goals;
2. Alignment with the SPF process; and
3. Alignment with CSAP prevention strategies.

B. ADMINISTRATOR reserves the right to revise and update the ADEPT Provider Manual as needed. ADMINISTRATOR shall notify CONTRACTOR of changes to the ADEPT Provider Manual within three (3) business days of said changes.



C. CONTRACTOR shall work with parents, adults, businesses, community members, faith-based communities, families, neighborhood groups, schools, youth-serving organizations, law enforcement agencies, municipalities, ~~older adults, parents,~~ youth, and any other interested persons and groups within the ~~cities identified in the ADEPT Provider Manual~~ cities and communities to reduce underage drinking.

D. Period One Performance Measures – CONTRACTOR shall work to achieve the following ~~seventeen (17)~~ fourteen (14) Performance Measures within the communities of each of the two school districts by June 30, ~~2013~~ 2015, unless otherwise noted:

1. By ~~July 31, 2012, propose and substantiate three (3) new and one (1) alternate city in which to~~ April 30, 2015, provide a prevention intervention to at least two hundred (200) adults/parents on their capacity to influence underage drinking ~~prevention services~~ and effective preventive actions that can be taken.

~~2. By August 3, 2012, complete a media campaign plan to specify type, timing and placement of media within each of the four (4) originally selected cities.~~

2. By May 29, 2015, provide at least two (2) reinforcing prevention messages to those who received a prevention intervention.

3. Conduct a ~~mass media campaign on~~ follow-up assessment with at least fifty percent (50%) of those who received a prevention intervention.

4. Provide at least two (2) educational interventions to a minimum of eight hundred (800) youth on the following topics:

a. Negative consequences of underage drinking ~~prevention within each of the four (4) originally selected cities.~~

b. Refusal/resistance skills

c. Marketing strategies employed by the alcohol industry

d. Deconstructing media messages

1. In collaboration with youth groups, conduct at least one (1) ~~4. By December 31, 2012, provide education to a minimum of one hundred twenty (120) adults within the four (4) originally selected cities, in aggregate, on~~ underage drinking prevention intervention for adults/parents.

2. ~~5. Provide education to a minimum of one thousand (1,000) youth within the four (4) originally selected cities, in aggregate, on marketing strategies employed by the alcohol industry~~ hundred (100) school staff on youth development principles as a strategy for preventing underage drinking.

3. Provide education to a minimum of twenty-five (25) community youth leaders on youth development principles as a strategy for preventing underage drinking.

4. Collaborate with a minimum of two (2) schools and/or youth serving organizations to develop a plan to sustain youth development practices.

5. By November 21, 2014, develop ~~6. Develop~~ a youth educational workshop toolkit on underage drinking prevention.

6. ~~7.~~ Conduct facilitator trainings on using the youth educational workshop toolkit with the directors/leaders/administrators of at least ~~three (3)~~ two (2) schools and/or youth-serving institutions/organizations ~~within each of the four (4) originally selected cities.~~

7. ~~8.~~ By January 11, 2013, train ~~twenty (20)~~ eighty (80) off-sale alcohol outlet owners/managers/clerks from off-sale alcohol outlets in responsible beverage service.

8. ~~in the cities~~ Recognize two (2) merchants who support the prevention of ~~Anaheim and Orange, in aggregate~~ underage drinking.

9. ~~Train twenty (20)~~ Outreach to ten (10) off-sale alcohol ~~outlet owners/managers/clerks in responsible beverage service in the cities of Anaheim and Orange, in aggregate~~ outlets on actions they can take to reduce underage drinking.

10. ~~Implement~~ Coordinate at least ~~five (5)~~ three (3) youth-led community prevention activities designed to reduce underage drinking ~~in Anaheim, Orange and/or in the three (3) newly selected cities.~~

~~11. Conduct at least two (2) media events that recognize businesses that use evidence-based practices to reduce underage drinking within the four (4) originally selected cities and/or within the three (3) newly selected cities, in aggregate.~~

~~12. By September 7, 2012, complete a media campaign plan to specify type, timing and placement of media within each of the three (3) newly selected cities.~~

~~13. Conduct a mass media campaign on underage drinking prevention within each of the three (3) newly selected cities.~~

~~14. Provide education to a minimum of fifty two (52) adults within each of the three (3) newly selected cities on underage drinking prevention.~~

~~15. Provide education to a minimum of two hundred (200) youth within each of the three (3) newly selected cities on marketing strategies employed by the alcohol industry.~~

~~16. By January 11, 2013, train at least eighteen (18) off-sale alcohol outlet owners/managers/clerks in responsible beverage service within each of the three (3) newly selected cities.~~

~~17. Train at least eighteen (18) off-sale alcohol outlet owners/managers/clerks in responsible beverage service within each of the three (3) newly selected cities.~~

E. Period One Performance Objectives – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following thirteen (13) Performance Objectives within the communities of each of the two school districts by June 30, ~~2013~~ 2015, unless otherwise noted:

1. ~~At least fifty percent (50%) of adults surveyed within each of the four (4) originally selected cities shall report increased awareness of the prevalence of underage drinking among Orange County youth.~~

2. ~~At least fifty percent (50%) of adults surveyed within each of the four (4) originally selected cities shall report increased awareness of the adverse consequences of underage drinking.~~

~~3. At least fifty percent (50%) of adults surveyed within each of the four (4) originally selected cities shall report increased support for effective action to reduce underage drinking.~~

~~4. By ~~December 31, 2012~~ April 30, 2015, at least seventy-five percent (75%) of adults educated within each of the four (4) originally selected cities/parents who received a prevention intervention shall report increased knowledge of the problem/self-efficacy in contributing to the prevention of underage drinking.~~

~~5. 2. By ~~December 31, 2012~~ April 30, 2015, at least seventy-five percent (75%) of adults educated within each of the four (4) originally selected cities/parents who received a prevention intervention shall report increased awareness/knowledge of action steps/effective actions they can take to prevent underage drinking.~~

~~3. By May 29, 2015, at least seventy-five percent (75%) of adults/parents who received a prevention intervention shall report increased willingness to take action to prevent underage drinking.~~

~~4. At least fifty percent (50%) of adults/parents who received a prevention intervention and completed a follow-up assessment shall report having taken action to prevent underage drinking.~~

~~5. At least seventy-five percent (75%) of youth educated shall report increased knowledge of the negative consequences of underage drinking.~~

//

~~6. At least seventy-five percent (75%) of youth educated within each of the four (4) originally selected cities shall report increased knowledge of the marketing strategies employed by the alcohol industry/shall demonstrate their ability to use refusal/resistance skills.~~

~~7. At least eighty-five percent (85%) of off-sale alcohol outlet owners/managers/clerks trained in responsible beverage service within the cities of Anaheim and Orange shall achieve a passing score on the post-training exam 7.:~~

~~8. At least thirty percent (30%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the prevalence of underage drinking among Orange County youth:~~

~~9. At least thirty percent (30%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the adverse consequences of underage drinking.~~

~~10. At least seventy-five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased knowledge of the problem of underage drinking.~~

~~11. At least seventy-five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased awareness of action steps they can take to prevent underage drinking.~~

~~12. At least seventy-five percent (75%) of youth educated shall demonstrate increased ability to deconstruct media messages.~~

~~8. within each of the three (3) newly selected cities~~ At least seventy-five percent (75%) of school staff educated shall report increased knowledge of youth development principles.

9. At least seventy-five percent (75%) of school staff educated shall indicate their willingness to apply youth development practices within their schools.

10. At least seventy-five percent (75%) of community youth leaders shall report increased knowledge of ~~the marketing strategies employed by the alcohol industry~~ youth development principles.

11. At least seventy-five percent (75%) of community youth leaders educated shall indicate their willingness to apply youth development practices within their organizations.

12. ~~13. At least~~ At least eighty-five percent (85%) of ~~off sale alcohol outlet~~ owners/managers/clerks ~~from off-sale alcohol outlets~~ trained in responsible beverage service ~~within each of the three (3) newly selected cities~~ shall achieve a passing score on the post-training exam.

13. At least forty percent (40%) of retailers who have received outreach services will have taken action in their establishments to reduce underage drinking.

F. Period One Supporting Activities – CONTRACTOR shall provide the following supporting activities by June 30, ~~2013~~ 2015:

1. One hundred ~~fifty-eight (158)~~ and ten (110) community collaborations;
2. ~~Two~~ One hundred ~~twenty-four (224)~~ and two (102) information disseminations;
3. ~~Seventy-two (72)~~ Ten (10) media inputs; and
4. ~~Twenty-two (22)~~ Eight (8) trainings.

G. Period Two Performance Measures – CONTRACTOR shall work to achieve the following ~~eleven (11)~~ thirteen (13) Performance Measures within the communities of each of the two school districts by June 30, ~~2014~~ 2016, unless otherwise noted:

~~1. By September 6, 2013, complete~~ April 29, 2016, provide a ~~media campaign plan to specify type, timing and placement of media within each of the three (3) newly selected cities.~~

~~2. Conduct a mass media campaign on underage drinking prevention within each of the three (3) newly selected cities.~~

~~3. Provide education~~ intervention to at least two hundred ~~(200)~~ and fifty (250) adults ~~within each of the three (3) newly selected cities~~ parents on their capacity to influence underage drinking ~~prevention~~ and effective preventive actions that can be taken.

~~4. Provide at least six (6) technical assistance sessions to leaders/directors/administrators of youth-serving institutions/organizations that were trained in FY 2012-2013.~~

~~5. Provide education to a minimum of three hundred~~ By May 27, 2016, provide at least two (2) reinforcing prevention messages to those who received a prevention intervention.

3. Conduct a follow-up assessment with at least fifty ~~(350)~~ youth ~~within each of the three (3) newly selected cities on marketing~~ percent (50%) of those who received a prevention intervention.

4. Provide at least two (2) educational interventions to a minimum of one thousand (1000) youth on the following topics:

- a. Negative consequences of underage drinking
  - b. Refusal/resistance skills
  - c. Marketing strategies employed by the alcohol industry
  - d. ~~6.~~ Deconstructing media messages
5. In collaboration with youth groups, conduct at least two (2) underage drinking prevention interventions for adults/parents.
  6. Provide education to a minimum of one hundred twenty-five (125) school staff on youth development principles as a strategy for preventing underage drinking.
  7. Provide education to a minimum of thirty (30) community youth leaders on youth development principles as a strategy for preventing underage drinking.
  8. Collaborate with a minimum of three (3) schools and/or youth serving organizations to develop a plan to sustain youth development practices.
  9. Conduct facilitator trainings on using the youth educational toolkit with the directors/leaders/administrators of at least three (3) schools and/or youth-serving institutions/organizations within each of the three (3) newly selected cities.
  10. ~~7. By January 10, 2014, train at least twenty-five (25)~~ Train eighty (80) owners/managers/clerks from off-sale alcohol outlets in responsible beverage service ~~within each.~~
  11. Recognize two (2) merchants who support the prevention of the three (3) newly selected cities underage drinking.
- ~~Outreach to ten (8. Train at least twenty-five (25) owners/managers/clerks in responsible beverage service within each of the three (3) newly selected cities.~~
- ~~9. Submit a report summarizing responsible beverage service training conducted over the five-year period (FYs 2009-2014).~~
12. ~~10. Implement~~ off-sale alcohol outlets on actions they can take to reduce underage drinking.
  13. Coordinate at least five (5) three (3) youth-led community prevention activities designed to reduce underage drinking within the three (3) newly selected cities, in aggregate.
- ~~11. Conduct at least one (1) media event within each of the three (3) newly selected cities to recognize businesses that use evidence-based practices to reduce underage drinking.~~
- H. Period Two Performance Objectives – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~six (6)~~ thirteen (13) Performance Objectives within the communities of each of the two school districts by June 30, ~~2014~~ 2016, unless otherwise noted:
1. ~~At least fifty percent (50%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the prevalence of underage drinking among Orange County youth.~~



~~2. At least fifty percent (50%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the adverse consequences of underage drinking.~~

~~3. At~~ By April 29, 2016, at least seventy-five percent (75%) of adults ~~educated within each of the three (3) newly selected cities~~ parents who received a prevention intervention shall report increased ~~knowledge of the problem~~ self-efficacy in contributing to the prevention of underage drinking.

2. By April 29, 2016, at ~~4. At~~ least seventy-five percent (75%) of adults ~~educated within each of the three (3) newly selected cities~~ parents who received a prevention intervention shall report increased ~~awareness~~ knowledge of ~~action steps~~ effective actions they can take to prevent underage drinking.

~~5~~ 3. By May 27, 2016, at least seventy-five percent (75%) of adults/parents who received a prevention intervention shall report increased willingness to take action to prevent underage drinking.

4. At least fifty percent (50%) of adults/parents who received a prevention intervention and completed a follow-up assessment shall report having taken action to prevent underage drinking.

5. At least seventy-five percent (75%) of youth educated shall report increased knowledge of the negative consequences of underage drinking.

6. At least seventy-five percent (75%) of youth educated shall demonstrate their ability to use refusal/resistance skills.

7. At least seventy-five percent (75%) of youth educated shall demonstrate increased ability to deconstruct media messages.

8. At least seventy-five percent (75%) of school staff educated shall report increased knowledge of youth development principles.

9. At least seventy-five percent (75%) of school staff educated shall indicate their willingness to apply youth development practices within their schools.

10. At least seventy-five percent (75%) of community youth leaders educated shall report increased knowledge of youth development principles.

~~11. within each~~ At least seventy-five percent (75%) of ~~the three (3) newly selected cities shall report increased knowledge of the marketing strategies employed by the alcohol industry~~ community youth leaders educated shall indicate their willingness to apply youth development practices within their organizations.

~~12.~~ At least eighty-five percent (85%) of ~~off-sale alcohol outlet~~ owners/managers/clerks from off-sale alcohol outlets trained ~~in on~~ responsible beverage service ~~within each of the three (3) newly selected cities~~ shall achieve a passing score on the post-training exam.

13 At least fifty percent (50%) of retailers who have received outreach services will have taken action in their establishments to reduce underage drinking.

I. Period Two Supporting Activities – CONTRACTOR shall provide the following supporting activities by June 30, ~~2014~~ 2016:

1. ~~Eighty-seven (87)~~ One hundred eighteen (118) community collaborations;
2. One hundred ~~eleven (11)~~ ten (110) information disseminations;
3. ~~Thirty-three (33)~~ Sixteen (16) media inputs; and
4. ~~Fifteen (15)~~ Ten (10) trainings.

~~J. Impact Indicators – For purposes of tracking the long-term impact of the prevention projects implemented in the original and newly selected cities as identified in Subparagraphs D. through I. above, CONTRACTOR shall obtain data as reported in the Orange County – California Healthy Kids Survey, district level data for school year 2011-2012, on the following impact indicators and include this data in each Fourth Quarter/Year End Report:~~

- ~~1. Perceived difficulty of obtaining alcohol, grades 9 and 11; and~~
- ~~2. Prevalence of current alcohol use (past 30 days), grades 9 and 11.~~

K. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the due dates and quantities identified within the performance measures, performance objectives, and supporting activities described in Subparagraphs D. through I. above.

L. Action Plan – CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary Action Plan by ~~July 31, 2012 and a final Action Plan by August 17, 2012~~ 1, 2014 and a final Action Plan by August 15, 2014; and for Period Two, a preliminary Action Plan by July 31, ~~2013~~ 2015 and a final Action Plan by August ~~16, 2013~~ 14, 2015. Each Action Plan shall clearly describe the activities to be implemented to achieve the performance objectives and performance measures. CONTRACTOR shall identify evaluation tools to be developed, evaluation timelines, and the steps necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR. CONTRACTOR may modify each Action Plan with ADMINISTRATOR's prior written approval.

M. Evaluation - CONTRACTOR shall conduct a systematic and comprehensive evaluation each Period to determine levels of effectiveness and success in accomplishing supporting activities and campaigns, and in achieving the performance objectives and performance measures described in Subparagraphs D., E., G., and H. above.

1. CONTRACTOR and CONTRACTOR's project evaluator shall participate in an evaluation planning meeting with ADMINISTRATOR each Period prior to developing an Evaluation Plan.

2. CONTRACTOR shall submit to ADMINISTRATOR a detailed and thorough Evaluation Plan that identifies at a minimum:

- a. The proposed evaluator, including qualifications;
- b. How staff time will be tracked, if program staff ~~are~~ is to be used for the evaluation;
- c. The method(s) to be used for evaluating the outcomes achieved for each performance objective and performance measure;

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- d. How data will be collected, including the number and characteristics of participants from whom data will be collected (sampling methods) and a description of the data-collection



instruments;

e. How the evaluation process is to be conceptually and procedurally integrated within the services provided under this Agreement;

f. How the evaluation results will be used to make recommendations for improving prevention efforts related to each performance objective and performance measure; and

g. How archival data for assessing the specified long-term impact indicator will be secured and reported.

3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan to ADMINISTRATOR by ~~July 31, 2012~~ August 1, 2014, and a final Evaluation Plan by August ~~17, 2012~~ 15, 2014; and for Period Two, a preliminary Evaluation Plan by July 31, ~~2013~~ 2015 and a final Evaluation Plan by August ~~16, 2013~~ 14, 2015.

4. CONTRACTOR's Evaluation Plan must be approved, in writing, by ADMINISTRATOR prior to implementation of evaluation efforts. CONTRACTOR shall obtain written consent from ADMINISTRATOR prior to modifying each Evaluation Plan.

5. CONTRACTOR shall ensure that each Evaluation Plan is in compliance with ADMINISTRATOR requirements, as described in the ADEPT Provider Manual.

#### N. Meetings

1. Monthly Strategic Meeting - CONTRACTOR and ADMINISTRATOR shall meet once a month to discuss project status, share information, clarify issues, and strategize for optimal prevention success. ADMINISTRATOR and CONTRACTOR shall agree on the meeting dates.

2. Professional Development - CONTRACTOR's program staff may attend issue-specific trainings and workshops relevant to project objectives or professional development classes as a means of enhancing overall program implementation skills.

3. ~~Quarterly Provider Meeting~~ Meetings - At a minimum, CONTRACTOR's Program Director shall attend each of the ~~four (4) quarterly~~ provider meetings per Period held by ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for ~~quarterly~~ provider meetings shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of each meeting. ADMINISTRATOR may approve a substitution for the Program Director in the event he/she is unable to attend.

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O. Social Media: If project-related social media is to be used, CONTRACTOR shall develop necessary policies and procedures and keep them on file.

#### P. Required Approvals

1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any training and/or class within the County of Orange for which a fee is charged, and for all training and/or classes outside the County of Orange, whether or not a fee is charged.

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2. CONTRACTOR shall obtain written ~~pre~~-approval from ADMINISTRATOR prior to the purchase of program identity items, ~~or the development of educational or training materials, media content, and any reports written for audiences other than ADEPT.~~

3. CONTRACTOR shall request required approvals on a form provided by ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond to the request. CONTRACTOR understands that requests must be in support of the performance objectives and performance measures identified in Subparagraphs D. through I. of this Exhibit A, and are subject to county, state and federal funding guidelines and regulations.

Q. Funding Recognition – All materials produced in accordance with this Agreement such as, but not limited to, booklets, newsletters, brochures, flyers, pamphlets, web-sites, reports, videos, and program identity items shall contain a statement that the material is funded through the County of Orange Health Care Agency – Alcohol and Drug Education and Prevention Team. Exceptions shall include media specific materials such as letters to the editor and news releases. ADMINISTRATOR reserves the right to grant funding recognition exemptions.

#### R. Patents and Copyright Material

1. Unless otherwise expressly provided in this Agreement, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement.

2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or delivered as part of this Agreement, whether or not published, which can be considered "works made for hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that the copyright to any and all such works made for hire under this Agreement, whether published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to use, reproduce, and disseminate all such material.

3. CONTRACTOR agrees and does hereby grant to COUNTY for all purposes a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative works, to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of any work, data or material in any manner, which is created, produced, developed, or delivered as part of this Agreement, but which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall have authority to grant such license to others.

4. CONTRACTOR agrees that if CONTRACTOR enters into any agreements with other parties to perform the work required under this Agreement, that CONTRACTOR shall require that each agreement include clauses granting COUNTY:

a. A copyright interest in any works created, produced, developed, or delivered as "works made for hire," and

b. A royalty-free, non-exclusive, and irrevocable license throughout the world to reproduce, to prepare derivative works, to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of "works made for hire" or, any work, data or material "not made for hire" under this Agreement.

S. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and may request a plan of corrective action. Corrective action plans may address, but are not limited to performance outcomes, preventative strategies, and/or action plans. CONTRACTOR shall submit a written plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR. CONTRACTOR may request in advance and in writing, an extension to the due date for a corrective action plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

T. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

U. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

## **VI. STAFFING**

A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and maintaining administrative and program staff who have the requisite qualifications and experience to provide ~~AOD~~ alcohol and other drug prevention services under this Agreement.

B. CONTRACTOR shall perform a pre-employment screening of any person who will provide services pursuant to this Agreement. All staff, including volunteers and interns, must meet the following requirements prior to providing any service pursuant to this Agreement:

1. No person, within the preceding two (2) years, shall have been convicted of any criminal offense other than a traffic violation.

2. No person, within the preceding two (2) years, shall have been found guilty of any crime related to the use of drugs or alcohol.

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3. No person, at any time, shall have been found guilty of any crime involving moral turpitude by a court of law.

4. No person shall be on parole or probation.

C. All individuals working directly with youth must submit fingerprints and pass a background check, prior to providing services pursuant to this Agreement. CONTRACTOR shall submit to

ADMINISTRATOR copies of the results for each individual that has successfully passed the background check. CONTRACTOR shall keep copies for its records.

D. Separate from the Code of Conduct specified in the Compliance paragraph of this Agreement, CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors, volunteers, interns, and the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-participant relationships; prohibition of sexual conduct with participants; and conflict of interest. Prior to providing any services pursuant to this Agreement, all employees, subcontractors, volunteers, interns, and the Board of Directors shall agree in writing to maintain the standards set forth in the Code of Conduct.

E. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for and sensitivity to persons who are physically challenged.

F. CONTRACTOR shall submit the resume of each program staff member to ADMINISTRATOR within thirty (30) calendar days of hire or assignment to provide services pursuant to this Agreement.

G. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in Full-Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours of work per week:

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF		
Chief Executive Officer	0.4011	0.4011

1	Chief Financial Officer	0.15	0.15
2	<del>Executive Assistant</del>	<del>0.05</del>	<del>0.05</del>
3	ADMINISTRATIVE SUBTOTAL FTEs	0.3026	0.3026
4			
5	PROGRAM STAFF		
6	Program Director	0.6065	0.6065
7	Health Educator	3.7020	3.7020
8	PROGRAM SUBTOTAL FTEs	4.303.85	4.303.85
9			
10	TOTAL FTEs	4.6011	4.6011

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12 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
13 staffing set forth in Subparagraph G., above.

14 I. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)  
15 business days following the termination, resignation, or notice of resignation of any employee. The  
16 report shall include the employee's name, position title, date of resignation, and a description of the  
17 recruitment activity to replace the employee.

18 J. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns;  
19 provided, however, CONTRACTOR shall provide supervision as specified in the respective job  
20 descriptions or work contracts.

21 K. Requests for exceptions to staffing requirements set forth in Subparagraph G. above must be  
22 submitted to ADMINISTRATOR in writing and must specify the benefit to the program.  
23 CONTRACTOR must obtain ADMINISTRATOR approval prior to assignment of the program staff to  
24 perform services pursuant to this Agreement.

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L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
Staffing Paragraph of this Exhibit A to the Agreement.